

HARGIS

Core Pleadings

IN FRANKLIN COUNTY COMMON PLEAS COURT, OHIO

LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507

(CASE NO.: _____)
(JUDGE: _____)

PLAINTIFF

- VS -

CUMMINS, INC.
c/o CORPORATION SERVICE COMPANY, S/A
50 WEST BROAD STREET, SUITE 1330
COLUMBUS, OHIO 43215

COMPLAINT AND JURY DEMAND
(BREACH OF CONTRACT AND
WARRANTIES)

AND

DAIMLER TRUCKS NORTH AMERICA, LLC
c/o CT CORPORATION SYSTEM, S/A
1300 EAST NINTH STREET
CLEVELAND, OHIO 44114

DEFENDANTS

PRELIMINARY STATEMENT

1. This case is about a 2013 Freightliner Cascadia with engine defects which was manufactured, distributed, and warranted by Daimler Trucks North America, LLC and Cummins, Inc.
2. This case involves claims for breach of contract and warranty asserted under the Uniform Commercial Code.

IDENTIFICATION OF PARTIES

3. Plaintiff is a natural person residing in Oklahoma.

EXHIBIT A

4. Defendant Cummins, Inc. is an Indiana corporation with its principal place of business in Indiana.
5. Defendant Daimler Trucks North America, LLC is an Oregon corporation with its principle place of business in Oregon.

FIRST CLAIM: BREACH OF CONTRACT & WARRANTIES

6. This case involves the sale of 2013 Freightliner Cascadia truck that has experienced repeated engine conditions and defects since the day that Plaintiff purchased it on May 3, 2013. This motor vehicle cost Plaintiff over \$229,850, but its mechanical defects have rendered it unreliable and unfit for the ordinary purpose for which such vehicles are used and for the particular purpose for which it was to be used. In fact, Plaintiff purchased this particular motor vehicle from Fyda Freightliner Columbus, Inc. based on the representations of Defendant Cummins, Inc. and Defendant Daimler Trucks North America, LLC that it was suitable for the his type of work. Plaintiff relies on this motor vehicle for his livelihood which Defendants knew, but because of the serious defects and failed repair attempts, he has been left without the use of this motor vehicle, resulting in lost wages. Moreover, Plaintiff has been required to pay for repairs which should have been covered under the Cummins, Inc. and/or Defendant Daimler Trucks North America, LLC warranty.
6. This claim is for breach of contract and express and implied warranties by Cummins, Inc. and Defendant Daimler Trucks North America, LLC.
7. Defendant Cummins, Inc. was, and is, an Indiana corporation with a principal place of business in Indiana, doing business in Ohio and throughout the United

States, and a merchant under the Ohio Commercial Code. Defendant Cummins, Inc. contracted to supply services or goods within the State of Ohio, and derived substantial revenue from the sale of those services or goods.

8. Defendant Daimler Trucks North America, LLC was, and is, an Oregon corporation with a principal place of business in Oregon, doing business in Ohio and throughout the United States, and a merchant under the Ohio Commercial Code. Defendant Daimler Trucks North America, LLC contracted to supply services or goods within the State of Ohio, and derived substantial revenue from the sale of those services or goods.
8. Fyda Freightliner Columbus, Inc. was, and is, an Ohio corporation with a principal place of business in Ohio, doing business in Ohio, a merchant under the Ohio Commercial Code, and a franchised and/or authorized Daimler Trucks North America, LLC and Cummins, Inc. dealership and/or representative and/or agent.
9. On or about May 3, 2013 the parties entered into a written contract for the sale of a 2013 Freightliner Cascadia motor vehicle, Vin # 1FUJGEBG6DLBL7368, in Columbus, Ohio. Plaintiff agreed to purchase the 2013 Freightliner Cascadia from Fyda Freightliner Columbus, Inc., and Fyda Freightliner Columbus, Inc. agreed to sell it to Plaintiff. As part of the deal CH Brown agreed to finance the transaction and Defendants Cummins, Inc. and Daimler Trucks North America, LLC each agreed to warrant the truck to be free from defects and malfunctions and to be fit for its ordinary use.
10. A copy of some of the sales papers is attached as Exhibit 1.
11. A copy of the Cummins, Inc. and Daimler Trucks North America, LLC warranties

in this case are not attached, for the reason that they are in the possession of and available to the Defendants. Plaintiff will produce the warranties upon request, during discovery, and admit the warranties as evidence at trial.

12. A copy of the repair orders for the truck are attached as Exhibit 2.
13. The sales documents were signed in Columbus, Ohio and the motor vehicle was delivered to Plaintiff in Columbus, Ohio, and within the jurisdiction of this Court.
14. The 2013 Freightliner Cascadia was manufactured, and/or distributed, by Defendant Cummins, Inc. and Defendant Daimler Trucks North America, LLC.
15. Plaintiff purchased the motor vehicle in reliance on the representations and/or warranties from Defendants described herein. At the date of sale, Plaintiff believed that the parties making said warranties and/or representations, or their respective authorized and/or franchised dealers or representatives, would honor said warranties in a timely and proper manner.
16. Through its advertising and otherwise, Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. each represented that the motor vehicles that it built were fit for the purpose for which they were designed, that they were safe and suitable for their intended designed use, and that they were reliably operable for commercial transportation and use.
17. After purchasing the motor vehicle, Plaintiff discovered that it did not conform to the representations and/or warranties of Defendant Daimler Trucks North America, LLC or Defendant Cummins, Inc. The motor vehicle developed continuing engine related malfunctions, defects, and problems, including, but not limited to: engine warning light illuminates, turbo exhaust leak, loss of power, inoperative fuel gauge, and engine fan stays on all the time. Additional defects

include, but are not limited to: lower trailer lights inoperative, no power to 7 way connection, cab driver seat broken, GI flashes on start, valve/brake adjustment, daytime running light recall, twin air control panel, Thetford control panel, Norcold handle replacement, airbag system malfunctioning, inoperative cigarette lighter, floor lights inoperative, and more.

18. The above conditions of this motor vehicle constitute a breach of Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc.'s warranties with Plaintiff.
19. Plaintiff purchased the motor vehicle in reliance upon the belief that Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. possessed a high degree of manufacturing skill and judgment, and a high degree of skill and judgment in the sale and operation of commercial trucks.
20. Plaintiff provided both Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. and/or one or more of Defendants' authorized and/or franchised dealers or representatives and/or agents, with a reasonable number of opportunities to repair the motor vehicle, but Defendants, and/or one or more of Defendants' authorized and/or franchised dealers or representatives, neglected, failed, refused, or otherwise have been unable to do within a reasonable amount of time, or a reasonable number of attempts.
21. As a result of the above facts, Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. each breached their respective contracts and expressed and implied warranties to Plaintiff.
22. Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. had notice of the breaches, and of the condition of the motor vehicle, within a

reasonable amount of time.

23. The malfunctions and defects in the motor vehicle severely and substantially impaired its value to Plaintiff.
24. Plaintiff suffered, and shall continue to suffer, actual, incidental, and consequential damages as a result of the inability or other failure of Defendant Daimler Trucks North America, LLC and/or Defendant Cummins, Inc. to repair or replace the motor vehicle or refund its price.
25. At the date of the initial transaction, all parties contemplated that Plaintiff would make commercial use of the goods which were the subject of the sale and that if the motor vehicle proved defective and was consequently out of service, then Plaintiff would lose income as a direct and proximate result thereof. Plaintiff has lost income as a result of Defendant Daimler Trucks North America, LLC's and Defendant Cummins, Inc.'s breaches.

WHEREFORE, judgment is demanded against the Defendants Daimler Trucks North America, LLC and Cummins, Inc., jointly and severally, as applicable according with the allegations above, hereinafter, as deemed proper and lawful by the Court, as follows:

PRAYER FOR RELIEF

Actual, and other damages, remedies, and relief as deemed proper and lawful by the Court, and judgment against Defendants in an amount within the jurisdiction of this Court;

Plus on each and every claim, expenses of suit and litigation, interest from the

date the contract was consummated, reasonable attorney fees, and for judgment against the Defendants in an amount to be determined as legal and proper by the Court together with any and all other legal and equitable relief deemed necessary and just, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

Plaintiff hereby demands trial by jury on all issues and all claims.

Respectfully submitted,



RONALD L. BURDGE (0015609)
ELIZABETH AHERN WELLS (0078320)
Attorneys for Plaintiff
2299 Miamisburg-Centerville Road
Dayton, Ohio 45459-3817
Telephone: 937.432.9500
Facsimile: 937.432.9503
Email: Ron@OhioLemonLaw.com
Beth@OhioLemonLaw.com

www.TruckLemonLaw.com

Z:\data\Hargis\Core Complaint 041217 bw.wpd

MAY/09/2013/THU 11:47 AM Fyda Main

FAX No. (614) 851-0311

P. 003

Purchaser LARRY G. HARGIS
 Address 2191 MONTAVON Rd
 City WEST BROOKLYN State LL Zip (61378)
 County Phone (610) 662-2381

SALES ORDER

FYDA
FREIGHTLINER
COLUMBUS, INC.



24270

Page

DATE

5/3/2013



1250 Welcutt Road
 Columbus, Ohio 43228
 Phone (614) 851-0002 FAX (614) 851-0011

THE PURCHASER OFFERS TO PURCHASE FROM THE SELLER FOR THE STATED PRICE THE VEHICLE AND/OR EQUIPMENT AS DESCRIBED BELOW:

QTY.	YEAR	MAKE	MODEL	ENGINE	STOCK NO.	SERIAL NO.
1	2013	FREIGHTLINER	CASCADIA	CUMMINS	204958	1FJTGEB66DLBL7368

THE MILEAGE ON THE ODOMETER IS _____ AND IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

(1) New 2013 Freightliner Cascadia Tractor with 144" ART SLEEPER	229,850 ⁰⁰
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CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE(S)

GROSS TRADE ALLOWANCE	63,000	FREIGHT	—
BALANCE OWED TO:	0	(EXEMPT) SALES TAX	EXEMPT
NET TRADE ALLOWANCE (Equity)	63,000	REGISTRATION FEE	150
ALL TRADE-IN ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY AND INSPECTION BY OUR SERVICE DEPARTMENT. GROSS TRADE-IN ALLOWANCE MAY VARY AS A RESULT OF SUCH APPRAISAL.		FEDERAL EXCISE TAX	INCLUDED
TRADE: YEAR 2005 MAKE PETE MODEL 379 EX		TOTAL PRICE	230,000 ⁰⁰
SERIAL NO. 5N881778 ENG. CAT	<input type="checkbox"/> COE <input type="checkbox"/> SLEEPER <input type="checkbox"/> S.A. <input type="checkbox"/> CONV. <input type="checkbox"/> NON-SLEEPER <input type="checkbox"/> P.T.A.	NET TRADE-IN ALLOWANCE	(63,000 ⁰⁰)
FINANCED BY PAY OFF		CASH BACK TO CUSTOMER	13,000
THE MILEAGE ON THE ODOMETER IS _____ AND IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.		BALANCE	180,000
CONDITION OF TRADE		RECEIPT NO.	AMOUNT OF DEPOSIT
PURCHASER'S SIGNATURE <u>Larry G. Hargis</u>		\$	
		\$	
		\$	
		\$	
			BALANCE DUE

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED.

IF THIS ORDER IS FOR A USED VEHICLE, THAT BY LAW REQUIRES A FEDERAL TRADE COMMISSION WINDOW FORM, THE INFORMATION YOU SEE ON THE WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The front and back of this Order, the attached Written Warranty/Coverage Acknowledgment (the "Acknowledgment"), if signed by Purchaser and Dealer, and/or any financing and security agreement (or "Financing Agreement") entered into by Purchaser in connection with this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized by Dealer unless otherwise specified in this Order and acknowledged by Dealer. Collectively, this Order, the Acknowledgment, any Financing Agreement and any other agreement specified in this Order shall be referred to herein as the "Order". Purchaser hereby certifies that no credit has been extended to him for the purchase of the motor vehicle(s) described in this Order except as is stated in this Order. Purchaser hereby acknowledges that he has read the Terms and Conditions that are printed on the back of this Order and agrees that said Terms and Conditions are a part of this Order the same as if they were printed on the front hereof above Purchaser's signature. Purchaser or, if Purchaser is not an individual, Purchaser's representative, hereby certifies that he/she is of legal age and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

PURCHASER LARRY G. HARGISBY Larry G. HargisSALESMAN DAVE KLEINACCEPTED BY Ted Womble

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER

FYDA FREIGHTLINER COLUMBUS, INC.
1250 WALCUTT ROAD
COLUMBUS, OH 43228
Phone: 6148510002 Fax: 6148510011

Date	Invoice Number
05/06/2013	V001008793

Sold-To Cus Id 76936

LARRY G. HARGIS
2191 MONTAVON RD
WEST BROOKLYN, IL 61378

Phone: 6106522381

DAVE KLEIN

DAVE KLEIN

TONY APOLLONIO

Unit	VIN	Year	Model	Color	New/Used	Odometer
204958	1FUJGEBG6DLBL7368	2013	Freightliner	CASCADIA	NEW	286
				Selling Price:	229,850.00	
				OTHER 2:	N/A	
				Registration Fee(s):	150.00	
				Finance Doc Fee:	N/A	
				Sales Tax:	N/A	
				Total Cash Price:	230,000.00	

Trade Information

Unit	VIN	Year	Model	Color	Odometer
224198	1XP5DB9X95N881778	2005	PETERBILT	CONVENTIONAL	D
				Trade Allowance:	63,000.00
				Trade Payoff:	N/A
				CASH BACK TO CUSTOMER	Cash Down:
					Rebates:
				Total Down Payment	60,000.00

Total Charges: 180,000.00

Customer Signature/Date:

JobId: 440174



55 Dealers in 11 States, www.mhctruck.com

SERVICING DEALERSHIP

TEXAS KENWORTH CO, DBA

MHC KENWORTH - WACO

3331 GREIG DRIVE

P O BOX 1089 (HEWITT, TX 76643)

ROBINSON, TX 76706

1-254-662-2100

REPAIR ORDER INVOICE

Customer Number:	5482	Phone:	(800) 348-3732	Invoice Number:	R00623700181299
Tax Status:		Terms:	PO#	Service Date:	Invoice Date:



North American Van Lines Inc
 Accounts Payable
 PO Box 12668
 Fort Wayne IN 46864

Registration Number	Unit Number	Model/Make	Year	License Number	Mileage
1FUJGEBG6DLBL7368	230101	FRTLR	2013		52650

OPERATION 1

COMPLAINT: CHECK AND ADVISE: RED CHECK ENGINE LIGHT ON .
 VMRS CODE: 04-045-021-003-06-20
 04-043-006-017-06-20

CORRECTION: INSPECT-ELECTRONIC CONTROL MODULE (ECM) - ELECTRONIC
 ENGINE CONTROL-ELECTRONIC ENGINE CONTROLS-LUBRICATION OR
 OIL SOAKED
 INSPECT-DPF FILTER - DIESEL PARTICULATE, EXHAUST-EXHAUST
 AFTER-TREATMENT DEVICES-LUBRICATION OR OIL SOAKED
 CONNECTED TO ECM AND FOUND ACTIVE FAULT CODES
 2387-VGT ACTUATOR DRIVER CIRCUIT MECHANICAL
 SYSTEM NOT RESPONDING, 3616-ENGINE VGT NOZZLE
 POSITION MECHANICAL SYSTEM NOT RESPONDING.
 REMOVED CAC PIPING AND EXHAUST PIPING FROM TUR
 B O AND FOUND IT TO BE OIL SOAKED. FOUND
 TURBO I S FAULTY AND PUT 2 GALLONS OF OIL
 INTO EXHAUST SYSTEM, DPF, AND SCR. REMOVED
 DPF AND FOUND I T TO BE OIL SOAKED. STARTED
 CUMMINS CLAIM WITH CONTROL # 3097493.



CONTINUED

TERMS AND CONDITIONS OF THIS SALE ARE SET FORTH BELOW AND THOSE CONTAINED AT www.mhctruck.com WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

1. PAYMENT: Customer shall pay Dealer the total amount listed on the Order, which shall be due in cash upon the tender by Dealer to Customer of the Parts, unless and until credit terms for Customer are approved in a writing signed by a corporate officer or authorized manager of the Dealer. For Customers whose credit has been duly approved in advance by Dealer in writing, signed by a corporate officer or authorized manager of Dealer, the amounts due to Dealer for the Parts shall be in accordance with the terms of the Credit Agreement executed by Customer in connection with applying for credit with Dealer. The terms and provisions of any such Credit Agreement signed by Customer are incorporated by reference into this Order. The terms of the Credit Agreement shall be controlled by the terms of the Credit Agreement, and the terms of this Order shall be controlled by the terms of this Order.

2. ARBITRATION: Any controversy or claim arising out of or relating to the Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions as set forth in the Terms and Conditions contained at www.mhctruck.com/dealerterms.

Customer Copy

56 Dealers In 11 States, www.mhctruck.com

REPAIR ORDER INVOICE

Customer Number:	5482	Phone:	(800) 348-3732	Invoice Number:	R00623700181299
Tax Status:	TERMS	PO#		Service Date	Invoice Date
TAX	CASH	REQUIRED		1/11/2014	2/13/2014

OPERATION 1

CUMMINS ADVISED TO R&R TURBO, DPF, SCR, BOTH NOX SENSORS, CHECK AND CLEAN DOSER IF POSSIBLE AND CHECK FOR FUTHER PROGRESSIVE DAMAGE. INSPECTED DPF FOR PART # AND DID NOT FIND ONE. CONTACTED CUMMINS, FRTLNR AND COUN D NOT FIND PART #. CUSTOMER ADVISED FRTLNR SAID TO GET TRUCK TOWED TO FRTLNR SHOP. SECURED PARTS FOR TOW COMPANY TO PICK UP TRUCK. NO WARRANTY WILL BE PAID FOR INCOMPLET E REPAIRS. CONTACTED CUMMINS REP AND GOT FURTHER ASSISTANCE FROM CUMMINS TO COME UP WITH PART NUMBER, SCR HAD TO BE BUILT. ORDER DPF, DOC AND SCR. REPLACE DPF DOC SCR, NOX INLET AND OUTLET SENSOR AND DPF DIFFERENTIAL PRESSURE SENSOR PER TROUBLESHOOTING FOR OIL SOAKED. RUN REGEN, REGEN RAN SUCESSFULLY. ADVISE CUSTOMER STILL HAS CEL FOR AMBIANT AIR TEMP SENSOR. THIS IS OEM PART AND IS COVERED BY FREIGHTLINER WARRANTY. CUSTOMER WILL TAKE TO OEM.

Labor --	1,140.80
100% Warranty --	<u>1,140.80</u>
Labor Total --	.00

RX2882111NX	TURBOCHARG.	1	1,700.25	1,700.25
CX2882111NX	TURBOCHARG.	1	1,487.07	1,487.07
CR2882111NX	SUPERCEDED TO CR2882111	1-	1,487.07	1,487.07
RK2871578RX	FILTER, PAR.	1	1,410.42	1,410.42
CX2871578RX	FILTER, PAR.	1	3,317.31	3,317.31
CR2871578RX	FILTER, PAR.	1-	3,717.67	3,717.67
RX5289745NX	INLET MODULE	1	3,503.36	3,503.36
CX5289745NX	CORE INLETMODULE	1	619.23	619.23
CR5289745NX	CORE INLETMODULE	1-	693.97	693.97
4329105	DEVICE, AFTERTREATMENT	1	4,234.00	4,234.00
2894943CUM	SENSOR-NITROGEN OXIDE	1	438.55	438.55
2894939CUM	SENSOR-NITROGEN OXIDE	1	342.61	342.61
2871453CUM	GASKET-AFM DEVICE	2	32.55	65.10
2885889CUM	ISOLATER-THERMAL	1	11.48	11.48
2885890CUM	GASKET, AF.	1	9.20	9.20
2871960	SENSOR, PRE.	1	50.66	50.66

CONTINUED

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1. PAYMENTS: Customer shall pay Dealer the total amount listed on the order, which shall be due in cash upon the tender by Dealer to Customer of the Parts, unless and until credit terms for Customer are approved in a writing signed by a corporate officer or authorized manager of the Dealer. For Customer's account credit has been duly approved in advance by Dealer in a writing signed by a corporate officer or authorized manager of Dealer, the amounts due to Dealer for the Parts shall be in accordance with the terms of such credit Agreement, executed by Customer in connection with applying for credit with Dealer. The terms and provisions of any such Credit Agreement signed by Customer are incorporated herein. An interest charge of 1.5% per month will be charged on past due balances.

2. ARBITRATION: Any controversy or claim arising out of or relating to the Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in the Terms and Conditions contained at www.mhctruck.com/dealerterms.



SERVICING DEALERSHIP

TEXAS KENWORTH CO, DBA

MHC KENWORTH - WACO
3331 GREIG DRIVE
P O BOX 1089 (HEWITT, TX 76643)
ROBINSON, TX 76706
1-254-662-2100

REPAIR ORDER INVOICE

Customer Number:	5482	Phone: (800) 348-3732	Invoice Number: R00623700181299
Tax Status:	Verifed	PROJ#	Service Date: 1/11/2014 Invoice Date: 2/13/2014

OPERATION 1

BC3501
3687334CUM
500004741

COOLANT-CLIMATECH 50/5
SENSOR, NIT.
LUBRICANT-OIL ROTELLA

1	18.26	18.26
1	438.55	438.55
2	17.57	35.14
Parts --	11,782.48	
100% Warranty --	11,782.48	
Parts Total --	.00	
Total Operation 1 --	.00	



Labor Total	1,140.80
Parts Total	11,782.48
Warranty	12,923.28

TOTAL DUE	.00
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1. PAYMENT: Customer shall pay Dealer the total amount listed on the order, which shall be due in cash upon the tender by Dealer to Customer of the Parts, unless and until credit terms for Customer are approved in a writing signed by a corporate officer or authorized manager of the Dealer. For Customers whose credit has been duly approved in advance by Dealer in a writing signed by a corporate officer or authorized manager of Dealer, the amounts due in Dealer for the Parts shall be in accordance with the terms of the Credit Agreement executed by Customer in connection with applying for credit with Dealer. The terms and provisions of any such Credit Agreement signed by Customer are incorporated herein. An interest charge of 1.5% per month will be charged on past due balances.

2. ARBITRATION: Any controversy or claim arising out of or relating to the Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions as set forth in the Terms and Conditions contained at www.mhctruck.com/conditions.html.



TRUCK CENTER

COMPANIES

WICHITA, KS

2955 S West Street • P.O. Box 13298

Wichita, KS 67213-0298

(316) 945-5600

(800) 373-6055



RETURN POLICY: All claims and returned goods must be accompanied by this invoice and in their original packaging. All returns may be subject to a handling fee. To ensure full credit, all cores must be returned in their original container within 30 days of the original purchase date and meet vendor core requirements. Returns after 30 days and returns on electrical or special order parts are not allowed.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
24 SEP 14		24 SEP 14	24 SEP 14	610BS4E

S
O
L
D
CUST DECLINED INFO
T
O
123
OMAHA, NE 68127

PAGE 1 OF 1

SHIP VIA W/C3	EMPLOYEE '2381	SLSM. HOU	B/L NO.	TERMS CASH	F.O.B. POINT WICHITA, KS							
					QTY	PART NO.	DESCRIPTION	SHIPPED	NET	AMOUNT	BIN/LOC	
1	1	0			1	FUSE	ATO FUSE		2.46	1.25	1.25	3K1A

Now you can pay online! It is quick & easy. Select Make A Payment at the bottom of our website truckcentercompanies.com.
Mastercard/Visa/Discover

CUSTOMER'S SIGNATURE

(402) 592-2440

X

PARTS	1.25	TOTAL \$1.34
SUBLET		
FREIGHT	0.00	
SALES TAX	0.09	
EXCHG/ADJ/REFL/ADJ		

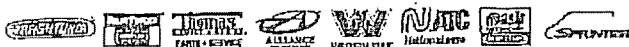
PRINTED NAME: _____

REMIT TO TRUCK CENTER COMPANIES

PO BOX 27779
OMAHA, NE 68127-0379

DEALER CODE SCFD

CUSTOMER COPY

CUSTOMER #: 206100
UNIT# 230101

10008202

INVOICE

HARGIS LARRY
5249, CEDARBRUSH DR
FORT WORTH, TX 76123
HOME: 610-662-2381 CONT: 610-662-2381
BUS: CELL:

PAGE 1

DALLAS SOUTH SERVICE
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

SERVICE ADVISOR: 3208 Jacob Garvin

ITEM COLOR	YEAR	MAKE/MODEL	EXPIRATION DATE	LICENSE#	MILEAGE IN/OUT	TAG#
	13	FREIGHTLINER CASCADI	1FUJGEBG6DLBL7368		119392/119392	T7260
DECR DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
09MAY13 IS			17:00 12DEC14	NEED	0.00	CASH
CDL#	RO. OPENED	READY	OPTIONS:	ENG: 79583826		INV. DATE: 12/14
16:20 10DEC14	12:16 11DEC14					

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A INSPECT: CAB AND SHEET METAL---DRIVER SEAT BROKEN

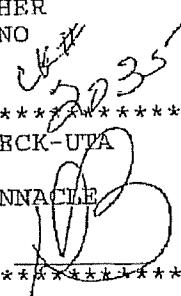
0200006 INSPECT: CAB AND SHEET METAL
3456 Torres, Hector LIC#: 50727CPS
3237 Rocha, Juan LIC#: 25649
CPS

393.00 393.00

2 SET/188900MW65 SEAT LEGACY SIL HB 2W AIR LUM 1450.00
GRY ULTLTR 4.05

1 SMC/KV2T07-00 TEE UNION QC 1/4

PARTS: 1454.05 LABOR: 393.00 OTHER: 0.00 TOTAL LINE A: 1847.05
119392 12/10/2014 3456 DISCONNECTED ELECTRICAL CONNECTORS AND AIR
LINES FROM BOTH SEATS. REMOVED BELTS AND BUCKLES FROM SEATS AND REMOVED
SEATS. INSTALLED NEW SEATS AND CONNECTED AIR LINES. HAD TO CHANGE T ON
PASSENGER SIDE FOR AIR LINES BECAUSE AIR LINE FROM NEW SEAT WOULD NOT
STAY CONNECTED. NEW SEATS DID NOT HAVE ELECTRICAL CONNECTORS TO
CONNECT. INFORMED FOREMAN. TUCKED CONNECTORS BEHIND FIRE EXTINGUISHER
AND BOX FOR MARKERS. BUILD UP AIR PRESSURE AND CHECKED FOR LEAKS. NO
AIR LEAKS WERE FOUND. TECH 3237 12.11.14 INSPECT UNIT OK SEATS OK.

 CASH CREDIT CARD CHECK-UTA *
*
 CHECK-WF CHARGE PINNACLE *
*
 CHECK NO. INITIALS 

Check Relain's

IMPORTANT INFORMATION ABOUT WARRANTIES and RETURNS: The Around The Clock Freightliner Group, LLC ("ATC"), hereby expressly disclaims all warranties, express or implied, including any implied, including any implied warranty of merchantability or fitness for a particular purpose. ATC neither assumes nor authorizes any other person to assume for it any liability in connection with the item(s) sold or work performed relating to this transaction. In no event shall ATC be liable for any incidental or consequential damages or any commercial loss arising out of this transaction. Warranties, either express or implied, made by the manufacturers on items sold by ATC may apply. ATC may assist Customer in making claims against such manufacturers, if requested by Customer. All claims for returned merchandise and cores must be made accompanied by the applicable invoice within 30 days of purchase. VENUE: All amounts due for purchases from ATC are to be paid in the State of Texas and is governed by the laws of the State of Texas.

DESCRIPTION	PRICE/TOTALS
LABOR AMOUNT	393.00
PARTS AMOUNT	1454.05
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	39.30
TOTAL CHARGES	1886.35
LESS INSURANCE	0.00
SALES TAX	123.20
PLEASE PAY THIS AMOUNT	2009.55

X

Customer Signature

REMIT ALL PAYMENTS TO:
ATC Freightliner Group
P.O. Box 200716 / Ft. Worth, TX 76120-5006

CUSTOMER COPY

CUSTOMER #: 206100
UNIT# 230101HARGIS LARRY
5249 CEDARBRUSH DR
FORT WORTH, TX 76123
HOME: 610-662-2381. CONT: 610-662-2381
BUS: CELL:

10021499C

PREMIER TRUCK GROUP OF D
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

PAGE 1

SERVICE ADVISOR: 3786 Jason P Higgs

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	DISCOUNT	NET	TOTAL
COLOR	YEAR	MAKE/MODEL	EXPIRATION	LAST SERVICE	LICENSE	MILEAGE IN / OUT	STAG	
		13 FREIGHTLINER CASCADI	1 FUJGEBG6DLBL7368				188722/188722	T7112
W/DEL DATE	PROD DATE	WARR/EXP	PROMISED	PO NO/REF	RATE	PAYMENT	INVOICE DATE	BLW
9MAY13 IS			17:00 11NOV15		0.00	CASH	13NOV15	
CRED OPENED	CRED READY		OPTIONS: ENG: 79583826					
14:14 10NOV15	18:31 13NOV15							

ITEM	DESCRIPTION	QUANTITY	UNIT	LIST	NET	TOTAL
LINE OPCODE TECH TYPE HOURS						
A EXPRESS ASSESSMENT: GOAL OF 2 HOURS OR LESS COMPLAINT: GI FLASHES WHEN STARTING / DASH FAULTS						
CAUSE: INTERVAL NOT SET						
9955555	EXPRESS ASSESSMENT: GOAL OF 2 HOURS OR LESS					
3554 SPARGER, DEREK LIC#:	55624					
CPS						
2256 Norris, Tony LIC#:	19449					
CPS						
3739 MARTIN, CHARLES L LIC#:	61916					
CPS						
				139.00		139.00
PARTS:	0.00 LABOR:	139.00	OTHER:	0.00	TOTAL LINE A:	139.00

188722

3554

PULLED TRUCK IN SHOP AND INSPECTED WRITE UP. TRUCK SEARCHES FOR 1ST GEAR AND BEEPS A FEW TIMES THEN SETTLES IN NEUTRAL. NOT SURE IF THIS IS NORMAL. LOOKED THROUGH ROADRANGER TO FIND IF THERE WAS ANY OPERATION MANUAL BUT COULDNT FIND ANYTHING IN IT. HOOKED UP SERVICE RANGER AND TRUCK HAS NO FAULT CODES. SOFTWARE WAS NOT UP TO DATE SO UPDATED.

3554 TALKED TO JASON AND FOUND OUT ITS ACTUALLY GI AND NOT G1, LIGHT IS FOR GREASE INTERVAL AND GOES OFF OF MILEAGE. GREASED TRANS AND RESET INTERVAL.

11/13/15 3739 LOCATED UNIT AND INSPECTED UNIT FOR QC AND TEST DRIVE. TOOK ON TEST DRIVE AND CAME BACK RE-INSPECTED UNIT. UNIT PASS QC

B EXHAUST OUTLET ON TURBO IS LEAKING
CAUSE: CLAMP
4300006 INSPECT: EXHAUST SYSTEM
3554 SPARGER, DEREK LIC#:

CPS

3215 Ramirez, Abel LIC#:

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DESCRIPTION	TOTAL
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

REMIT ALL PAYMENTS TO:
PREMIER TRUCK GROUP
PO BOX 203750 / DALLAS, TX 75202-3750X
Customer Signature

CUSTOMER COPY

CUSTOMER #: 206100
UNIT# 230101HARGIS LARRY
5249 CEDARBRUSH DR
FORT WORTH, TX 76123
HOME: 610-662-2381 CONT: 610-662-2381
BUS: CELL:

10021499C

INVOICE

PAGE 2

SERVICE ADVISOR: 3786 Jason P Hippo

PREMIER TRUCK GROUP OF D
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	STAG
	13	FREIGHTLINER CASCADI	1FUJGEBG6DLBL7368		188722/188722	T7112
MODEL DATE	PROD. DATE	WARRANTY EXP.	PROMISED	NO. OF REQS	GRATE	PAYMENT
09MAY13 IS			17:00 11NOV15		0.00	CASH
09MAY13 IS		09MAY13 IS	18:31 13NOV15			13NOV15
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
PARTS:		CPS			319.70	319.70

1 4966441 GASKET, EXH OUT CONNECTION 14.62
 NIS CUMMINS DALLAS HAS 27.03
 1 4966454 CLAMP, V BAND 8.54
 NIS CUMMINS DALLAS HAS 26.04
 1 2880214 GASKET, EXH OUT CONNECTION 1 2880212 CLAMP, V BAND 395.93

PARTS: 76.23 LABOR: 319.70 OTHER: 0.00 TOTAL LINE B:

188722

3554

RAN TRUCK AND FOUND EXHAUST LEAK AT CLAMP BEHIND TURBO GOT QUOTE TO
REPLACE GASKET AND CLAMP.

-----11-13-2015-----
 REPLACED THE GASKET AND CLAMP BEHIND THE TURBO AND NOTICED THAT THE
 CLAMP ON THE OUTLET SIDE OF THE INTERMEDIATE PIPE WITH LOOSE AND
 LEAKING ALSO. GOT GASKET AND CLAMP FOR THE OUTLET SIDE OF THE
 INTERMEDIATE PIPE AND INSTALLED THEM ON THE UNIT.

C VALVE ADJUSTMENT / JAKE BRAKE ADJUSTMENT

CAUSE: ADJUSTMENT DUE

4500006 INSPECT: POWER PLANT

3215 Ramirez, Abel LIC#: 45060

CPS

PARTS: 0.00 LABOR: 550.00 OTHER: 0.00 TOTAL LINE C:

550.00

550.00

550.00

188722

-----11-13-2015-----

REMOVED THE AIR FILTER HOUSING AND THE MOUNTING BRACKETS. REMOVED
 THE EGR CROSS OVER PIPE AND THE VALVE COVER. REMOVED THE INTAKE PIPING.
 BARRED ENGINE OVER. RAN OVER HEAD AND SET ENGINE BRAKES. INSTALLED THE
 VALVE COVER AND THE CROSS OVER PIPE INSTALLED THE AIR FILTER MOUNTING
 BRACKETS. INSTALLED THE AIR FILTER HOUSING. INSTALLED THE INTAKE
 PIPING.

IMPORTANT INFORMATION ABOUT WARRANTIES and RETURNS: Premier Truck Group (PTG), hereby expressly
 disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a
 particular purpose. PTG neither assumes nor authorizes any other person to assume for it any liability in
 connection with the item(s) sold or work performed relating to this transaction. IN NO EVENT SHALL PTG BE HELD
 LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY COMMERCIAL LOSS ARISING OUT OF THIS TRANSACTION. Warranties
 for any incidental or consequential damages or any commercial loss arising out of this transaction. Warranties
 for any express or implied made by the manufacturers on items sold by PTG may apply. PTG may assist
 Customer in making claims against such manufacturers, if requested by Customer. All claims for returned
 merchandise and cores must be made accompanied by the application invoice within 30 days of purchase.
 VENUE: It is agreed that this agreement is entered into in the State of TEXAS and is governed by the laws of
 the State of Texas.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X
Customer Signature

CUSTOMER #: 206100
UNIT #: 230101HARGIS LARRY
5249 CEDARBRUSH DR
FORT WORTH, TX 76123
HOME: 610-662-2381 CONT: 610-662-2381
BUS: CELL:

10021499C

INVOICE

PAGE 3

PREMIER
TRUCK GROUPPREMIER TRUCK GROUP OF D
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

SERVICE ADVISOR: 3786 Jason P Hipp

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	13	FREIGHTLINER CASCADIA	1FUJGEBG6DLBL7368		188722/188722	T7112
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO/NO	DATE	PAYMENT
09MAY13			17:00 11 NOV15		0.00	CASH
OPENED	READY		OPTIONS: ENG: 79583826			
14:14 10NOV15	18:31 13NOV15				LIST	NET
LINE OPCODE TECH TYPE HOURS						TOTAL

D FL641-A DAYTIME RUNNING LIGHTS RECALL

CAUSE: RECALL

0200006 INSPECT: CAB AND SHEET METAL
3215 Ramirez, Abel LIC#: 45060(N/C)
0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00

TOTAL LINE D:

188722

11-13-2015----3215----

CONNECTED WITH DIAG LINK8 AND SAVED PARAMETERS. CONNECTED WITH SERVER AND UPDATED SOFTWARE ON THE SAM CAB AND SAM CHASSIS. IMPORTED PARAMETERS.

***** 115.31

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER*****
* [] CASH [] CREDIT CARD [] CHECK-UTA *
* [] CHECK-WF [] CHARGE [] PINNACLE *
* CHECK NO. _____ INITIALS _____

Premier Truck Group of Dallas

PAID

NOV 13 2015

Cash Check Charge

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DESCRIPTION	TOTAL
LABOR AMOUNT	1008.70
PARTS AMOUNT	76.23
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	115.31
TOTAL CHARGES	1200.24
LESS INSURANCE	0.0
SALES TAX	15.79
PLEASE PAY THIS AMOUNT	1216.03

REMIT ALL PAYMENTS TO:
PREMIER TRUCK GROUP
PO BOX 203788 / DALLAS, TX 75200-0788

TRUCK CENTER CO. #5
2955 S WEST STREET
WICHITA, KS 67213



CK CENTER

COMPANIES

WICHITA, KS

Vest Street • P.O. Box 13298

Wichita, KS 67213-0298

(316) 945-5600

(800) 373-6055



be accompanied by this invoice and in their original packaging. All returns may be subject to a turned in their original container within 30 days of the original purchase date and meet vendor 30 days and returns on electrical or special order parts are not allowed.

02/20/2016

11:42:50

CREDIT CARD

VISA SALE

XXXXXX10XXXX7624

VISA DEBIT

A0000300031010

0006

CARD #

Chip Card:

Chip Card AID:

ATC:

TC:

INVOICE

SEQ #:

Batch #:

Approval Code:

Entry Method:

Mode:

SALE AMOUNT

\$103.74

PO#	INVOICE DATE	INVOICE NUMBER
16	20 FEB 16	689524E

CUSTOMER COPY

PAGE 1 OF 1

S
H
I
P
T
O

NONE

OMAHA, NE 68127

SHIP VIA W/C	EMPLOYEE 2311	SLSM. HOU	B/L NO.	TERMS CASH	F.O.B. POINT WICHITA, KS		
1	1	0	PHM/30-4920	ABS 15FT.	165.07	96.50	96.50 EE3

ANY NEW PARTS PURCHASED FOR INSTALLATION ON NEW VEHICLES PURCHASED
WITHIN THE FIRST 6 MONTHS MAY BE SUBJECT TO FET. CUSTOMER IS
RESPONSIBLE FOR THE PAYMENT DIRECTLY TO THE IRS.

Now you can pay online! It is quick
& easy. Select Make A Payment at the
bottom of our website
truckcentercompanies.com
Mastercard/Visa/Discover

CUSTOMER'S SIGNATURE

(402) 592-2440

X

PARTS	96.50
SUBLET	
FREIGHT	0.00
SALES TAX	7.24

\$103.74

PRINTED NAME: _____

REMIT TO TRUCK CENTER COMPANIES

PO BOX 27379

OMAHA, NE 68127-0379

CUSTOMER COPY



NO 4203
(316) 722-6034
(888) 366-6267

DOONAN TRUCK & EQUIPMENT CO., INC.

NAME	DATE		
ADDRESS	P.O. #		
CITY	STATE	ZIP	Time out
CREDIT CARD #	Expiration Date	Security Code	Time In
Model Year	Make	Color	Unit #
MI	VIN		
Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Wrecked <input type="checkbox"/> Stripped <input type="checkbox"/> Burned	Vehicle Description		
Check Exterior Damage: <input type="checkbox"/> Front <input type="checkbox"/> Rear		Left Side	Right Side
Starting Mileage			
Total Mileage			

Articles in Vehicle:

REMARKS: *Capitol out to Bismarck ND City to 6th Street
Front end sheared off. Total cost \$1,500.00
Car is being worked on by us.*

DESCRIPTION OF PAYMENT METHOD:

Locy 160-162 2381

THE UNDERSIGNED authorizes listed services and acknowledges that carrier is not responsible for loss or damage due to acts beyond the control of the carrier or when services are performed under supervision of others.

X _____
SIGNATURE

IMPOUNDED BY _____ DATE _____

RELEASED BY _____ DATE _____

LOT NO. KEY: YES NO PEG NO. _____

CHARGES	
HOOKUP	\$ 100.00
RECOVERY	\$ 100.00
DRIVESHAFT/AXLE	\$ 100.00
WINCH	\$ 100.00
SERVICE CALL	\$ 100.00
MILEAGE	\$ 100.00
PARTS	\$ 5.00
FUEL SURCHARGE	\$ 100.00
STORAGE	\$ 100.00
OTHER	\$ 100.00
TAX	\$ 100.00
TOTAL	\$ 715.00



ARI - Legacy Sleepers

860 North Tuscany Drive
PO Box 246
Shipshewana, IN 46565
USA

"Leading The Industry To Excellence!"

Invoice

Invoice Number:
18213

Invoice Date:
Apr 14, 2016

Page:
1

Phone: (260) 768-4704
Fax: (260) 768-4983

Sold To:

Larry Hargis
70 Laurel Drive
Greensburg, PA 15601

Ship to:

Larry Hargis
Customer Pick Up

Customer ID	Customer PO	Payment Terms	
		C.O.D.	
Sales Rep ID	Shipping Method	Ship Date	Due Date
		4/14/16	4/14/16
Quantity	Description	Unit Price	Extension
1.00	Parts - Replaced Twin Air Control Panel	269.00	269.00
0.50	Labor - Replaced Twin Air Control Panel	95.00	47.50
1.00	Parts - Replaced THetford Control Panel	70.40	70.40
0.50	Labor - Replaced THetford Control Panel	95.00	47.50
1.00	Parts - Replaced Norcold Handle	31.25	31.25
0.25	Labor - Replaced Norcold Handle	95.00	23.75
1.00	Parts - Full Generator Service & Clean Spark Arrestor	106.00	106.00
1.25	Labor - Full Generator Service & Clean Spark Arrestor	95.00	118.75

Check/Credit Memo No	Subtotal	714.15
Mileage:	FET	
Tractor Serial #:	Shipping & Handling	
DOT Number:	Total Invoice Amount	714.15
Sleeper Serial #:	Payment/Credit Applied	
Generator Hours:	TOTAL	714.15



WICHITA FALLS FREIGHTLINER
2901 JACKSBORO HWY.
WICHITA FALLS, TX 76302
(940) 767-9201 Fax: (940) 767-8074

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 1 of 3

LONESTAR
TRUCK GROUP

SERVICE INVOICE

SERVICE INVOICE
SS750054892:01

Bill-To Customer 1039321
LARRY HARGIS
3116 NE MAYFLOWER AVE
LAWTON, OK 73507

Owner 1039321
LARRY HARGIS
3116 NE MAYFLOWER AVE
LAWTON, OK 73507

P.O. Number / Auth#

Pinnacle / CBS#
Vehicle Unit ID # DLBL7368
Inv Limit 0.00

V.I.N. 1FUJGEBG6DLBL7368
Customer Fleet ID 230101
Year 13
Make FTL
Model CASCADIA

Invoice Date

07/21/2016

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
07/15/2016	236,985	BCC	COD	756381	756381	05/09/2013	(610) 662-2381

*BODY COMPLAINT

1

Claim Number

Condition: CHECK & ADVISE, FUEL GAUGE DOES NOT WORK, STAYS ON EMPTY

Cause: Connection

Correction: Had to jump start truck to get it in the shop. Noted that gauge makes the self check at key on. Connected DODD to checked fuel gauge. Had active code for fuel gauge circuit open. Checked fuel gauge and found that it was unplugged. Plugged connector into fuel sending unit, gauge works with connector plugged in.

Qty	Item	Description	Price	Extended
		Labor to perform repairs	55.00	

Total Labor: 55.00

Total Parts/Other: 0.00

Operation Total: 55.00

*BODY COMPLAINT

2

Claim Number

Condition: CHECK THE AIR BAG ON THE DRIVERS SEAT & ADVISE

Cause: Air Bag Blown

Correction: Blocked seat up to access air bag. Checked air bag for leak. Found that the supply fitting to air bag is broken. Ordered air bag. Installed air bag into seat, tested for air leaks and operation, no issues with chair

Qty	Item	Description	Price	Extended
		Labor to perform repairs	165.00	

1 750V/FI W02 358 7208

AIR BAG

48.99 48.99

1 FRT

FREIGHT

16.00 16.00

Total Labor: 165.00

Total Parts/Other: 64.99

Operation Total: 229.99



WICHITA FALLS FREIGHTLINER
2901 JACKSBORO HWY.
WICHITA FALLS, TX 76302
(940) 767-9201 Fax: (940) 767-8074

LONESTAR
TRUCK GROUP

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 2 of 3

SERVICE INVOICE

SERVICE INVOICE
SS750054892:01

*BODY COMPLAINT

3

Claim Number

Condition CHECK & ADVISE FOR BOTH OF THE CIGARETTE LIGHTERS ON THE DASH DO NOT WORK, & THE FLOOR LIGHTS DO NOT WORK, THESE STOPED WORKING @ THE SAME TIME.

Cause Batteries Failed kicking low voltage disconnect to outlets.

Correction checked fuses and found multiple fuses burnt for dash receptacles 12 volt plugs, rechecked connected to diagnostic link and found batteries have low voltage, tested batteries, all batteries fail test did not recommend charging, removed and replaced batteries, cleaned terminals off of corrosion, sprayed battery terminal protector on all terminals, shows full power at batteries checked for power at cigarette power sources and still no power,

Qty	Item	Description	Price	Extended
		Labor to perform repairs		220.00
4	750V/EPFM AE1131XMF	12-VOLT STARTING BATTERY	99.95	399.80
3	750X/MIN25	FUSE	1.68	5.04
4	BATT	BATTERY FEE	3.00	12.00

Total Labor: 220.00

Total Parts/Other: 416.84

Operation Total: 636.84

*OTHER ENGINE COMPLAINT

4

Claim Number

Condition CHECK & ADVISE FOR THE ENGINE FAN STAYS ON ALL THE TIME

Cause Solenoid Failed

Correction tested plug for power and ground when engine is running, have 12 volt in one and ground in the other plug, tested solenoid with power probe and suspect a fan clutch solenoid, removed and replaced fan clutch solenoid, tested engine fan kicks off when needed no issues,

Qty	Item	Description	Price	Extended
		Labor to perform repairs		110.00
1	760FIA06-60501-005	SOLENOID VALVE-PNEU/ELE	73.42	73.42

Total Labor: 110.00

Total Parts/Other: 73.42

Operation Total: 183.42



WICHITA FALLS FREIGHTLINER
2901 JACKSBORO HWY.
WICHITA FALLS, TX 76302
(940) 767-9201 Fax: (940) 767-8074

LONESTAR
TRUCK GROUP

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 3 of 3

SERVICE INVOICE

SERVICE INVOICE
SS750054892:01

!!! NEW DIRECT SERVICE# 940-767-9804 !!!
HOURS M-F: 7AM -7PM SAT: 8AM-4PM SUN: CLOSED

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

- Disclaimer for Labor.** Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
- Disclaimer for Parts.** Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
- Parts Return Policy.** Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
- Terms.** Strictly cash unless arrangements made. Open account terms; Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
- Mechanic's Lien Notice.** Failure to pay invoice places any vehicles worked on subject to repossession under §9.609, Texas Business and Commerce Code.

Customer Signature: _____
E-mail: _____

Print: _____

Parts	527.25
Labor:	550.00
Sublet:	0.00
Misc.	28.00
Sub Total:	1,105.25
Misc Supplies:	53.90
Taxes:	48.19
Total:	1,207.34



8 DRIVE TIRES - ALL BRANDS

GUARANTEED LOWEST PRICE

Service Dept Manager:

District Manager:

For Questions or Concerns:

Company Name SHOP CUSTOMER	Driver Name	TRIP#		Page
Address 24601 CENTER RIDGE ROAD	CC#	Pymt Type Card# 5600171651636031	112.08 0.00	1
		Tax Exempt #		Authorized by 725865
City WESTLAKE	State OH	Zip 44145	Written 08/24/16	Begin
Vehicle #	Year	Make/Model	License #	Odometer
Vehicle #	Year	Make/Model	License #	Odometer

Work Required

SERVICE	PL#	PART NUMBER	DESCRIPTION	UOM	REG. PRICE	PRICE	QTY	EXTENDED AMOUNT
	470 005		15 ABS GREEN CABLE	EA	104.99	104.99	1.00	104.99
Parts :	104.99	New Tires :	Total : 104.99	Non-taxable :	0.00			
Labor :	-	Used Tires :	Discount : 0.00	Taxable :	104.99			
Oil :	0.00	Trade-In :	Net : 0.00	Tax :	7.09			
Technician Comments								
AMOUNT TENDERED: 112.00 ENV/HST Tax: 0.00 TOTAL ► \$ 112.00 CHANGE RETURNED: 0.00								

Remarks

LIMITED WARRANTY

WHAT IS WARRANTED AND FOR HOW LONG? Subject to the terms hereof, including the exclusions and other limitations listed below, parts purchased at any TravelCenters of America location (each, a "TA Location") will be, at our sole option, repaired or replaced without additional charge if they fail due to a defect for a period of one (1) year from the date of purchase. Service work (labor) performed at a TA Location is warranted to be free from defect in workmanship for 120 days from the date of service. If you purchase a used tire at a TA Location and the tire fails due to a defect within seven (7) days of purchase, we will, at our sole option, repair or replace the used tire. These limited warranties do not apply to products or vehicles used for racing or off-road purposes, or to damage caused by abuse, accident or neglect. New tires and batteries are warranted separately by the manufacturer and not included in this warranty.

EXCLUSIONS: Consumable materials and parts (such as antifreeze, oil, filters) are not included in this warranty.

FEES AND TAXES NOT INCLUDED. Fees, including, without limitation, waste disposal fees, are not included in this warranty and must be paid by you. In addition, Florida law requires us to collect a \$1.00 fee for each new tire sold and \$1.50 for each new or remanufactured battery sold in the state. This fee is not covered by the warranty and must be paid by you. Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you.

ADDITIONAL EXCLUSIONS FOR REFRIGERATION SYSTEMS: TA's scope of services for refrigeration system tractors and trailers covers only external component repairs and specifically excludes the refrigeration system itself. Maintenance items that will not be serviced include, but are not limited to, any internal component of the refrigeration system, the freon filter, the upper belts that require fan replacement and condensers. TA specifically disclaim any responsibility for the refrigeration system, loss of use of the refrigeration system, damage, loss or spoliation of the contents of the refrigerated trailer, lost time, inconvenience, loss of use of the tractor/trailer or any other incidental or consequential damage or loss.

HOW CAN A CLAIM BE MADE UNDER THE LIMITED WARRANTY? No warranty will be honored without strict adherence to the following procedure: You must notify us immediately of any part or service failure by visiting the TA Location that sold the warranted parts and/or performed the warranted service work or by calling us at 1-800-632-9240. If the original TA Location is not convenient for you, please telephone us at 1-800-632-9240 and we will direct you to an alternative TA Location. The owner/driver is responsible for presenting the vehicle to the TA Location as specified above. The original invoice from the TA Location at which the part was purchased and/or the work was performed MUST be presented in order to get the benefit of the limited warranty.

WARRANTY LIMITED. THE OBLIGATIONS UNDERTAKEN IN THESE LIMITED WARRANTIES ARE OFFERED ONLY ON THE ABOVE ITEMS AND UNDER THE EXPRESS CONDITIONS SET FORTH, AND MAY NOT BE ENLARGED OR ALTERED BY ANYONE. NO WARRANTIES ARE MADE, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PARTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR AS OTHERWISE PROVIDED BY LAW.

NO COVERAGE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. THE ONLY REMEDIES THE PURCHASER HAS IN CONNECTION WITH THE PURCHASE OF PRODUCTS OR SERVICES FROM TA ARE THOSE SET FORTH ABOVE. IN NO EVENT WILL TA OPERATING LLC, ANY COMPANY AFFILIATED WITH TA OPERATING LLC, OR ANY FRANCHISEE OF TA OPERATING LLC (OR ITS AFFILIATES) BE LIABLE FOR BUSINESS INTERRUPTIONS, LOSS OF SALES AND/OR PROFITS, RENTAL OR SUBSTITUTE EQUIPMENT, COSTS OF DELAY OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES, COSTS OR DAMAGES. PURCHASER ASSUMES ALL LIABILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PRODUCTS BY THE PURCHASER.

CONSUMER RIGHTS: This limited warranty gives you specific legal rights; you may also have other rights which vary from state to state.

YOUR SATISFACTION is important to us. If for any reason you are not satisfied with the service you receive, contact the Truck Services manager or the TA Location where service was provided.

GIVEN BY: TA Operating LLC, d/b/a TravelCenters of America, 24601 Center Ridge Road, Suite 200, Westlake, Ohio 44145.



RUSH TRUCK CENTER, AUSTIN - S049
16870 S. IH-35
AUDA TX 78610-3523 US
888-243-6241

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE
08/26/2016 08:11:39CST
INVOICE NUMBER/ACCT DOC NUMBER
3003690348
CUSTOMER NO. BRANCH
273341 10C5
PAGE: 1 of 04

MSC/NORTH AMERICAN VAN 7E79
C/O PACCAR PARTS FLT SP.
SOLD F.O. Box : 10922
TO : SHAWNEE MISSION KS 66225-9022
US

Service Invoice

RUSH TRUCK CENTER, AUSTIN
16870 S. IH-35
SHIP DUDA TX 78610-3523 US
TO : 888-243-6241

ANY WARRANTY ON THE PRODUCTS PROVIDED BY RUSH ARE SOLELY THOSE MADE BY THE PRODUCT MANUFACTURER, EXCEPT FOR THE LIMITED SERVICE WARRANTY SET FORTH IN THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD. RUSH IS NEITHER AND CUSTOMER IS NOT EXPRESSLY DISCLOSING ALL WARRANTIES, EXPRESS OR IMPLIED, AND RUSH NEITHER AND CUSTOMER IS NOT AUTHORIZING ANY OTHER PARTIES TO ASSUME ANY LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED OR ANY PRODUCTS PROVIDED TO CUSTOMER IN CONJUNCTION WITH THE SERVICES.

CUSTOMER-PO	REFERENCE	HRIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
DS334536	10729923	888-977-2787	6943-Francisco Gonzales	

Cust Unit # 230101
Phone # 888-977-2787

License #
Contact #

COMPLETION DATE: 08/25/2016

YEAR: 2013 MAKE/MODEL: FREIGHTLINER/UNK: FRL

UNIT:

MILEAGE: 242,900

SERIAL: 1FUJGEBG6DLRL7368

Front Diff Model...:

Date in Service....:

Front Diff Serial...:

Engine Make/Model...: /

Rear Diff Model...:

Engine Serial No...:

Rear Diff Serial...:

Trans Model.....: /

Job 1 CUSTOMER STATES, CHECK ENGINE LIGHT ON

OPERATED, CHECK AND ADVISE.

Ref. # 429903
Connect to ECM and check DTC's. Active codes for Intake NOX
and engine de-rated. Several inactive codes and all codes
have no data snapshot. Entered all codes in fault code
analyzer. Was directed to T/S 3697 for bad ECM memory.
Flashed ECM with latest software CL10055.37-CL10055.44.
Fault code 3232 returned immediately. Upon inspection of
intake NOX sensor noted connector was broken and NOX sensor
had been replaced very recently. Check connector and found
seal is missing and pins are damaged from water entering
plug. Ordered new NOX sensor and plug repair kit. Customer
requested DPF be replaced. Removed exhaust piping.
Disconnected wiring harness. Removed DPF assembly from under
truck. Removed intake NOX sensor. Ordered DPF and gaskets.
Installed new NOX sensor. Installed new plug on NOX sensor
harness. Installed new DPF and gaskets. Performed stationary
regen. Cleared inactive codes.

Sales Qty UOM	Item number	Item description
1.000 EA	3687334RX:CX	SENSOR, NITROGEN OXIDE
1.000 EA	28722980-C1:CX	SENSOR, NITROGEN OXIDE-CORE
1.000 EA	4919556:CE	CONNECTOR, ELC REPAIR
		PO # 4503283694
1.000 EA	2871578RX:CX	FILTER, PARTICULATE
1.000 EA	2871561D-C1:CX	FILTER, PARTICULATE-CORE
1.000 EA	2871453:CE	GASKET, AFM DEVICE
2.000 EA	2880215:CE	GASKET, AFM DEVICE

CORE	Unit rate	Per	Extension
EXC	463.12 EA		463.12
CHG	93.10 EA		93.10
	29.57 EA		29.57
EXC	890.63 EA		890.63
CHG	1995.00 EA		1995.00
	101.06 EA		101.06
	21.71 EA		43.42
	12.73 EA		25.46

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUE

This invoice contains an itemized list of repairs and
is part of, and subject to, the terms of the
Service/Collision Repair Authorization Input Card
provided by Rush for Customer ("Terms").
Customer confirms its acceptance to the Terms by
its signature on the Terms, its signature on this
invoice, or by authorizing payment of this invoice.

TERMS
Pay immediately
w/o deduction

Customer or Customer's Agent X



RUSH TRUCK CENTER, AUSTIN - 8049
16370 S. IH-35
BUDA TX 78610-3523 US
888-243-6241

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*** www.rushtruckcenters.com ***

INVOICE DATE
06/26/2016 10:11:39CST
INVOICE NUMBER/ACCT. NO./ITEM
3003690348
CUSTOMER NO. BRANCH
273641 10C5
PAGE:2 of 04

MSC/NORTH AMERICAN VAN 7F79
C/O PACCAR PARTS FLT SR
SOLD P.O. Box : 10922
TO : SHAWNEE MISSION XS 66225-9022
US

Service Invoice

RUSH TRUCK CENTER, AUSTIN
16370 S. IH-35
SHIP BUDA TX 78610-3523 US
TO : 888-243-6241

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CUSTOMER-#0	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
DS334536	10729923	888-977-2787	6943-Francisco Gonzales	
			LABOR SUBTOTAL:	1200.00
			PARTS SUBTOTAL:	3642.16
			MISC SUBTOTAL.:	0.00
			EPA FEE SUBTOTAL.:	4.00
			SHOP SUPPLIES FEE. . .:	120.00
			MACHINE CHARGE. . .:	25.00
			JOB SUBTOTAL. . .:	4991.16

Employee(s) on above job : C0002292,

Job 4 REINSTALL DRIVE SHAFT.

Install drive line.

Sales Qty UOM Item number

Item description	CORE	Unit rate	Per	Extension
LABOR SUBTOTAL:		72.00		
PARTS SUBTOTAL:		0.00		
MISC SUBTOTAL. . .:		0.00		
EPA FEE SUBTOTAL. . .:		4.00		
SHOP SUPPLIES FEE. . .:		7.20		
MACHINE CHARGE. . .:		0.00		
JOB SUBTOTAL. . .:		83.20		

Employee(s) on above job : C0002292,

Job 44 CORES

CORES

Sales Qty UOM Item number
~ 1.00 EA 2071591D-C1:CX

Item description	CORE	Unit rate	Per	Extension
FILTER, PARTICULATE-CORE	RET	1995.00	EA	1995.00-
LABOR SUBTOTAL:		0.00		
PARTS SUBTOTAL:		1995.00	CR	
MISC SUBTOTAL. . .:		0.00		
EPA FEE SUBTOTAL. . .:		0.00		
SHOP SUPPLIES FEE. . .:		0.00		
MACHINE CHARGE. . .:		0.00		
JOB SUBTOTAL. . .:		1995.00	CR	

Employee(s) on above job :

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

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TERMS
Pay immediately
w/o deduction

Customer or Customer's Agent X



RUSH TRUCK CENTER, AUSTIN - S049
16870 S. IH-35
BUDA TX 78610-3523 US
808-243-6241

P.L.C.
INVOICE DATE
08/06/2016 10:12:39CST
INVOICE NUMBER/ACCT DOC NUMBER
3003690348
CUSTOMER NO. BRANCH
273041 1005
PAGE: 3 OF 34

MSC/NORTH AMERICAN VAN 7F79
C/O PACCAR PARTS FLEET SR
SOLD P.O. Box : 10922
TO : SHAWNEE MISSION KS 66225-9022
US

Service Invoice

RUSH TRUCK CENTER, AUSTIN
16870 S. IH-35
SHIP BUDA TX 78610-3523 US
TO : 808-243-6241

ANY WARRANTIES ON THE PRODUCTS PROVIDED BY RUSH ARE SOLELY THOSE MADE BY THE PRODUCT MANUFACTURER. EXCEPT FOR THE LIMITED SERVICES WARRANTY SET FORTH IN THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD BETWEEN RUSH AND CUSTOMER, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND RUSH HEREBY DISCLAIMS AND AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED OR ANY PRODUCTS PROVIDED TO CUSTOMER IN CONJUNCTION WITH THOSE SERVICES.

CUSTOMER-#	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
DS334536	10729923	800-977-2707	6943-Francisco Gonzales	

REMIT TO:
MULTI SERVICE CORPORATION
C/O PACCAR PARTS FLEET SERVICE
P.O. Box 10922
SHAWNEE MISSION KS 66225-9022

*TOTAL LABOR:	1272.00
*TOTAL PARTS:	1647.16
*TOTAL MISCELLANEOUS:	0.00
*TOTAL EPA.:	8.00
*TOTAL SHOP.:	127.20
*TOTAL MACHINE:	25.00

SERVICE GATE CHARGE AUTHORIZATION: 543343
SERVICE GATE CHARGE REFERENCE: 475837711
CARD NUMBER: XXXXXXXXXXXXXXX9067

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY CONTINUED
			This invoice contains an itemized list of repairs and is part of, and subject to, the terms of the Service/Collision Repair Authorization Input Card prepared by Rush for Customer ("Terms"). Customer confirms its agreement to the Terms by its signature on this invoice, its signature on this invoice, or by authorizing payment of this invoice.

Customer or Customer's Agent X _____

TERMS
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v/o deduction



RUSH TRUCK CENTER, AUSTIN - 5049
16870 S. IH-35
BUDA TX 78610-3523 US
888-243-6241

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P-1
INVOICE DATE
08/26/2016 18:11:38CST
INVOICE NUMBER/ACCT DOC NUMBER
3003690348
CUSTODIER NO. BRANCH
273042 1003
PAGE: 4 OF 04

MSC/NORTH AMERICAN VAN 7E79
C/O PACCAR PARTS FLT SR
BOLD P.O. Box : 10922
TO : SHAWNEE MISSION KS 66225-9022
US

Service Invoice

RUSH TRUCK CENTER, AUSTIN
16870 S. IH-35
SHIP BUDA TX 78610-3523 US
TO : 888-243-6241

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CUSTOMER-EO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
DS334536	10729923	888-977-2787	6943-Francisco Gonzales	

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
5079.00	TAXABLE/0%	149.09	3228.45

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TERMS
Pay immediately
w/o deduction

Customer or Customer's Agent X



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 1 of 4

LONESTAR
TRUCK GROUP

SERVICE INVOICE

SERVICE INVOICE

SS540065918:01

Bill-To Customer 9602
CUMMINS WARRANTY
, TX 79602

Owner RAWBD
NORTH AMERICAN VAN LINES ROAD
SERVICE/PAPER
PINNACLE
5001 US HIGHWAY 30, WEST
FORT WAYNE, IN 46818
V.I.N. 1FUJGEBG6DLBL7368

Customer Fleet ID 230101

Year 13
Make FTL
Model CASCADIA

Inv Limit 0.00

P.O. Number / Auth#

30634

Invoice Date

02/06/2017

Pinnacle / CBS#
Vehicle Unit ID # DLBL7368

0

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
01/05/2017	270,559	SWC	ZERO	5000716	5000716	05/09/2013	(800) 348-3732

*EXPRESS CHASSIS ELECTRICAL COMPLAINT

2

Claim Number

Condition C/A CEL ON, LOSS OF POWER

Cause CONTROL# 13217484

Correction CHECKED FAULT CODES AND FOUND CODE 115 ACTIVE INTAKE MANIFOLD PRESSURE LOW. CHECKED UNIT AND FOUND INTAKE MANIFOLD BOLT MISSING AND LEAKING BOOST PRESSURE, EGR VALVE WILL NEED TO BE REMOVED AND CLEANED, DELTA P VALVE AND PORTS WILL NEED TO BE CLEANED. INTAKE MANIFOLD PRESSURE SENSOR AND EGR PRESSURE SENSOR WILL NEED TO BE REMOVED AND CLEANED. FOUND CODE 778 CURRENT AND INACTIVE ENGINE CAMSHAFT SPEED SENSOR ERRATIC, SENSOR AND HARNESS WILL NEED TO BE CHECKED AND POSSIBLE SENSOR NEEDS TO BE REPLACED. GEAR TRAIN MAY NEED TO BE CHECKED FOR POSSIBLE DAMAGE. CHECKED VOLTAGE AT CAM SPEED SENSOR, HAD 5.0 VOLTS, WHICH WAS WITHIN SPECIFICATION. RECOMMEND CLEANING ALL INTAKE SENSORS AND EXHAUST SENSORS, REPLACING EGR VALVE, INSTALLING BOLT IN INTAKE MANIFOLD. A MANUAL REGEN WILL NEED TO BE PERFORMED TO IDENTIFY ANY FURTHER FAILURES. REMOVED AIR FILTER HOUSING AND EGR CROSSOVER TUBE. REMOVED AIR COMPRESSOR AIR LINES, REMOVED FRONT BUMPER AND DRAINED COOLANT, REMOVED INTAKE MANIFOLD AND EGR VALVE AND RELATED PIPING, CLEANED INTAKE MANIFOLD, REPAIRED THREADS IN CYLINDER HEAD TO INSTALL INTAKE MANIFOLD. CLEANED ALL EGR RELATED PORTS AND SENSORS, INSTALLED NEW EGR VALVE AND INSTALLED INTAKE MANIFOLD, AWAITING CAMSHAFT POSITION SENSOR AND EGR PRESSURE SENSOR, INSTALLED CAM POSITION SENSOR AND EGR PRESSURE SENSOR, ASSEMBLED UNIT AND STARTED UNIT. UNIT HAD A MISS STILL AND DIED, DISCONNECTED EXHAUST SYSTEM AND UNIT STARTED AGAIN, SMOKING EXTREMELY BADLY. POSSIBLE CAUSES ARE OVER FUELING INJECTORS, ALL SENSORS WERE READING CORRECTLY AND FUEL PRESSURE WAS NORMAL. RECOMMEND ISOLATING INJECTORS TO TRY AND IDENTIFY FAILED INJECTORS, ALSO THERE IS A GOOD POSSIBILITY THERE WILL BE DPF DAMAGED OR CLOGGING, WE CAN EITHER DROP AND INSPECT THE DPF OR WAIT UNTIL AFTER OVERFUELING PROBLEM HAS BEEN RESOLVED AND PERFORM A MANUAL REGEN TO SEE IF ANY PROBLEMS ARISE.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		5,940.00
1	540C/4928594	SENSOR,PRESSURE	103.42	103.42
6	540C/2881758	KIT,ENGINE PISTON	612.81	3,676.66
6	540C/4309389	KIT,LINER	153.00	918.00
6	540C/4089405	SET,ROD BEARING (STD)	58.88	353.28
1	540C/4026684	GASKET,OIL PAN	173.98	173.98
1	540C/3678756	SEAL,O RING	6.68	6.68
1	540C/4965487	CORE,COOLER	333.73	333.73
2	540C/4973532	GASKET,OIL COOLER CORE	6.51	13.02
1	540C/3609755	GASKET,LUB OIL CLR HSG	67.81	67.81
1	540C/3820320	PLUNGER,BYPASS VALVE	7.44	7.44



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

Texas: Abilene, Bryan, San Angelo, Texarkana,
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New Mexico: Albuquerque, Farmington
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Page 2 of 4

LONESTAR
TRUCK GROUP

SERVICE INVOICE

SERVICE INVOICE

SS540065918:01

1	540V/FG LF14000NN	LUBE FILTER NANO NET	46.85	46.85
1	540C/4386009RX	HEAD,CYLINDER	4,642.25	4,642.25
1	540C/4376104	KIT,UPPER ENGINE GASKET	1,035.75	1,036.75
1	540C/4298628	CAMSHAFT	1,726.25	1,726.25
2	540C/2872405PX	INJECTOR, XPI	928.45	1,856.90
4	540C/3347939	SEAL,O RING	2.61	10.44
2	540C/2894829	CONNECTOR,INJ FUEL SUPF	67.89	135.78
2	540C/2872717	SEAL,INJECTOR	3.16	6.32
6	540C/3687058	NOZZLE,PISTON COOLING	11.89	71.34
1	540V/FG FF5776	FUEL FILTER	52.48	52.48
1	540C/4386047	LEVER,ROCKER	55.19	55.19
1	540C/4059329	CROSSHEAD,VALVE	19.14	19.14
1	540C/3957290	VALVE,CHECK	12.19	12.19
1	540C/3688113	PLUG,GEAR COVER	9.95	9.95
1	540C/3686839	CLAMP,T BOLT	17.65	17.65
1	540XT25233	1/4-28 GR.8 NUT	0.60	0.60
1	540C/5292266	ISOLATOR, THERMAL	3.38	3.38
2	540S/OWI 23519396	EXTENDED LIFE RED MIX 50	11.25	22.50
-1	540C/4386009RX-CORE	HEAD,CYLINDER	687.50	-687.50
-2	540C/2872405PX-CORE	INJECTOR, XPI	312.50	-625.00
1	540C/4386009RX-CORE	HEAD,CYLINDER	687.50	687.50
2	540C/2872405PX-CORE	INJECTOR, XPI	312.50	625.00

Total Labor: 5,940.00

Total Parts/Other: 15,378.97

Operation Total: 21,318.97



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

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Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 3 of 4

SERVICE INVOICE

SERVICE INVOICE

SS540065918:01

*CUMMINS ENGINE COMPLAINT

5

Claim Number

Condition NEED APPROVAL FOR ADDITIONAL 3 HOURS TROUBLESHOOTING

Cause

Correction ATTEMPTED TO ISOLATE MISFIRING INJECTOR. WAS UNABLE TO ISOLATE. REMOVED VALVE COVER AND INSPECTED OVERHEAD. FOUND #3 INTAKE BRIDGE BROKEN. CHECKED OVERHEAD AND FOUND VALVES NOT CORRESPONDING WITH TIMING MARK. CHECKED ENGINE BASE TIMING AND FOUND CAMSHAFT OUT OF TIME. CHECKED ENGINE HISTORY AND FOUND ENGINE OVERSPEED CONDITION. MAX RPM WAS 5785 RPM. CAMSHAFT AND CAM GEAR WILL NEED TO BE REPLACED. ALL ROCKER ARMS AND SHAFTS WILL NEED TO BE INSPECTED FOR DAMAGE. ALL MAIN BEARING AND ROD BEARINGS WILL NEED TO BE INSPECTED. COMPLETE GEAR TRAIN WILL NEED TO BE INSPECTED FOR DAMAGE. WILL NOT FULL EXTEND OF DAMAGE UNTIL ENGINE DIS ASSEMBLED AND ALL COMPONENTS INSPECTED.
CONTACTED CUMMINS. WAS ADVISED TO TAKE PICTURES OF FAULT CODES AND DAMAGE. SEND IN PICTURES, SEND IN ECM IMAGE. REMOVE INJECTORS ONE AT A TIME AND INSPECT FOR BLOWN OFF TIPS AND BORE SCOPE CYLINDERS FOR SIGNS OF DAMAGE. THEN AIR EACH CYLINDER UP AND CHECK FOR LEAKING CYLINDERS. REMOVE OIL PAN AND INSPECT #1 AND #4 MAINS AND CORRESPONDING CYLINDER RODS. INSPECT OIL PUMP FOR DAMAGE. CUT OPEN OIL FILTER AND INSPECT FOR METAL IN OIL CALL BACK AND ADVISE.
EDS SESSION IS DS8MJ7406. ALL PICTURES HAVE ALREADY BEEN ATTACHED TO EDS SESSION AND ECM IMAGE IS ATTACHED TO ECM IMAGE.

PREPARED TRUCK TO PUSH OUT OF SHOP

00-139 0.3 1 100 0.3 1 100 0.3 Part Photograph/ECM Images/Datalogs to Factory Ser
00-401 0.6 1 100 0.5 1 100 0.5 Steam Clean - Complete Engine
00-714 0.5 1 100 0.5 1 100 0.5 Engine - Diagnostic Road Test
00-724 0.3 1 100 0.3 1 100 0.3 INSITE - Use During Troubleshooting
00-901 0.4 1 100 0.4 1 100 0.4 Administrative Time - Open and Close Repair Order
00-903 0.9 1 144 0.4 1 144 0.4 Engine - Paint
00-906 0.1 1 100 0.1 1 100 0.1 Administrative Time - Open and Close Web-Based Clia
01-046 24.6 1 188 21.6 1 188 21.6 Piston and Liner - Remove and Install, First
01-131 0.4 2 100 0.8 2 100 0.8 Bearings, Main and Thrust - Remove and Install, Ea
01-151 0.9 5 100 4.5 5 100 4.5 Piston and Liner - Remove and Install, Each Additi
05-189 1.0 1 100 1.0 1 100 1.0 Fuel Pump Gear Pump Module - Remove and Install, C
05-804 0.2 1 100 0.2 1 100 0.2 Fuel Pump - Gear Pump Pressure and Fuel Filter Res
06-447 0.2 1 100 0.2 1 100 0.2 Fuel Drain Flow - Measure
06-704 1.8 1 100 1.8 1 100 1.8 Injector - Isolation Test, All
07-001 0.2 1 100 0.2 1 100 0.2 Oil Filter - Cut Open and Inspect Spin on Type
07-065 0.2 1 100 0.2 1 100 0.2 Lubricating Oil Cooler Element - Remove and Instal
07-553 8.0 1 100 8.0 1 100 8.0 Lubricating Oil Cooler Assembly - Remove and Insta
11-039 1.0 1 100 1.0 1 100 1.0 Aftertreatment Stallionary Regeneration
17-006 0.4 1 100 0.4 1 100 0.4 Wheel and Tire Single Assembly - Remove and Instal
17-103 1.0 1 100 1.0 1 100 1.0 Air Conditioner System - Evacuate and Recharge
190-6040A 0.3 1 100 0.3 1 100 0.3 Air Cleaner Assy R / R - DTNA
266-6010A 4.5 1 100 4.5 1 100 4.5 Radiator R / R with CAC - DTNA
828-6025A 0.5 1 100 0.5 1 100 0.5 Cowl tray (rain tray) - DTNA
556-6017B 0.9 1 100 0.9 1 100 0.9 FASCIA OR CHROME CENTER, FRONT BUMPER, R/R

Qty	Item	Description	Price	Extended
		Labor to perform repairs		0.00

Total Labor: 0.00

Total Parts/Other:

Operation Total:



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

LONESTAR
TRUCK GROUP

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Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 4 of 4

SERVICE INVOICE

SERVICE INVOICE

SS540065918:01

THANK YOU FOR YOUR BUSINESS
New direct service phone number: 318-938-1041

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

- Disclaimer for Labor. Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
- Disclaimer for Parts. Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
- Parts Return Policy. Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
- Terms. Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
- Mechanic's Lien Notice. Failure to pay invoice places any vehicles worked on subject to repossession under §9.600, Texas Business and Commerce Code.

Print: _____

Customer Signature: _____

E-mail: _____

Parts	15,378.97
Labor:	5,940.00
Sublet:	0.00
Misc.	0.00
SubTotal:	21,318.97
Misc Supplies	0.00
Taxes:	0.00
Total:	21,318.97



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

LONESTAR
TRUCK GROUP

Texas: Abilene, Bryan, San Angelo, Texarkana, Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 1 of 3

SERVICE INVOICE

SERVICE INVOICE
SS540065918:02

Bill-To Customer LA
NORTH AMERICAN VAN LINES ROAD
SERVICE/PAPER
SHREVEPORT, LA 71119

Owner LA
NORTH AMERICAN VAN LINES ROAD
SERVICE/PAPER
SHREVEPORT, LA 71119

P.O. Number / Auth#

230101

V.I.N. 1FUJGEBG6DLBL7368

Customer Fleet ID 230101

Invoice Date

02/10/2017

Pinnacle / CBS#
Vehicle Unit ID # DLBL7368
Inv Limit 0.00
0 Model CASCADIA

Date In	Mileage	Bill/Log	Terms	Writer	Reviewer	Date In Service	Phone#
01/05/2017	270,559	SCH	COD	6401341	5401341	05/09/2013	(610) 662-2381

*FREE COURTESY INSPECTION

1

Claim Number

Condition *FREE COURTESY INSPECTION 20281

Cause

Correction

Qty	Item	Description	Price	Extended
		Labor to perform repairs		0.00

Total Labor: 0.00

Total Parts/Other: 0.00

Operation Total: 0.00

*QUALITY CHECK AND TEST DRIVE

3

Claim Number

Condition *QUALITY CHECK AND TEST DRIVE

Cause

Correction PERFORMED QC AND TEST DRIVE, ALL GOOD.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		87.50

Total Labor: 67.50

Total Parts/Other: 0.00

Operation Total: 67.50

*INSTALL DRIVELINE AND/OR CHECK DRIVELINE

4

Claim Number

Condition DRIVELINE COMPLAINT

Cause

Correction INSTALLED DRIVELINE.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		67.50



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 2 of 3

LONESTAR
TRUCK GROUP

SERVICE INVOICE

SERVICE INVOICE

SS540065918:02

Total Labor: 67.50

Total Parts/Other: 0.00

Operation Total: 67.50

6

Claim Number

*PERFORM DYN

Condition *PERFORM DYN

Cause

Correction PERFORMED DYN, ALL GOOD.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		250.00

Total Labor: 250.00

Total Parts/Other: 0.00

Operation Total: 250.00

7

PARTS, LABOR AND FREIGHT NOT COVERED UNDER WARRANTY

Claim Number

Condition PARTS, LABOR AND FREIGHT NOT COVERED UNDER WARRANTY

Cause

Correction

Qty	Item	Description	Price	Extended
		Labor to perform repairs		1,080.00

1	540F/12-15354-000	DRAIN VALVE-MANUAL PULL	12.74	12.74
1	540C/3903112	SCREW,HEX FLANGE HEAD I	4.81	4.81
1	540C/3688347	GASKET,INTAKE MANIFOLD	48.25	48.25
1	540C/4352302NX	KIT,EGR VALVE	1,255.69	1,255.69
1	540C/2872277	SENSOR,POSITION	25.21	25.21
1	540C/2872279	SENSOR,POSITION	24.61	24.61
-1	540C/4352302NX-CORE	KIT,EGR VALVE	156.25	-156.25
12	540S/PIC 4520	NON-CLOR BRAKE CLNR	4.90	58.80
1	540L/LBF LAF6260	AIR FILTER	84.70	84.70
2	540S/ACA 07447	S/B 7447 GENL PURP	1.98	3.96
2	540K/1U5617	DISC	4.36	8.72
1	540K/1U5516	DISC	2.63	2.63
1	540S/PEX 81950	ULTRA SLICK ENGINE	4.33	4.33
1	540C/4352302NX-CORE	KIT,EGR VALVE	156.26	156.25
1	FRT	FREIGHT	60.00	60.00
1	fit	FREIGHT/on clamp	25.00	25.00
1	FRT	FREIGHT FOR GEAR PLUG	25.00	25.00

Total Labor: 1,080.00

Total Parts/Other: 1,642.45

Operation Total: 2,722.45



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

LONESTAR
TRUCK GROUP

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 3 of 3

SERVICE INVOICE

SERVICE INVOICE

SS540065918:02

8

*TOW / WRECKER

Claim Number

Condition: *TOW / WRECKER

Cause:

Correction:

Qty	Item	Description	Price	Extended
		Labor to perform repairs		0.00

Total Labor: 0.00

Total Parts/Other: 0.00

Operation Total: 0.00

Pl. Bemick # 7797239413
Pl. Bemick # 041457401
For # 1575.50

Pl. Bemick # 7797239413
Pl. Bemick # 041457401
For # 2000.00

2/4/17
C. Bemick

THANK YOU FOR YOUR BUSINESS
New direct service phone number: 318-938-1041

Parts	1,532.45
Labor:	1,465.00
Sublet:	0.00
Misc:	110.00
SubTotal:	3,107.45
Misc Supplies:	143.57
Taxes:	301.54
Total:	3,552.56

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES.

- Disclaimer for Labor. Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
- Disclaimer for Parts. Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
- Parts Return Policy. Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 5, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
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- Mechanic's Lien Notice. Failure to pay invoice places any vehicle worked on subject to repossession under §9.609, Texas Business and Commerce Code.

Customer Signature: _____

Print: _____

E-mail:

MARYELLEN O'SHAUGHNESSY

FRANKLIN COUNTY CLERK OF COURTS
GENERAL DIVISION, COURT OF COMMON PLEAS

GUY L REECE, II

CASE TITLE: LARRY HARGIS -VS- CUMMINS INC ET AL

CASE NUMBER: 17CV004047

CLERK'S ORIGINAL CASE SCHEDULE

	LATEST TIME OF OCCURRENCE
CASE FILED	05/02/17
INITIAL STATUS CONFERENCE	*****
INITIAL JOINT DISCLOSURE OF ALL WITNESSES	09/19/17
SUPPLEMENTAL JOINT DISCLOSURE OF ALL WITNESSES	11/14/17
TRIAL CONFIRMATION DATE	11/28/17
DISPOSITIVE MOTIONS	02/06/18
DISCOVERY CUT-OFF	02/20/18
DECISIONS ON MOTIONS	04/03/18
FINAL PRE-TRIAL CONFERENCE/ORDER (OR BOTH)	*****
TRIAL ASSIGNMENT	05/14/18 0900AM

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
GENERAL DIVISION, COURT OF COMMON PLEAS**

CASE TITLE: LARRY HARGIS -VS- CUMMINS INC ET AL

CASE NUMBER: 17CV004047

**TO THE CLERK OF COURTS, YOU ARE INSTRUCTED TO MAKE:
CERTIFIED MAIL**

**DOCUMENTS TO BE SERVED:
COMPLAINT COMPLAINT AND JURY DEMAND**

PROPOSED DOCUMENTS TO BE SERVED:

**UPON:
DAIMLER TRUCKS NORTH AMERICA LLC
C/O CT CORPORATION SYSTEM
1300 EAST NINTH STREET
CLEVELAND, OH 44114**

**CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215**

JUVENILE CITATIONS ONLY:

HEARING TYPE:

Date already scheduled at : Courtroom:

**Electronically Requested by: ELIZABETH AHERN WELLS
Attorney for:**

E2730 - N10

MARYELLEN O'SHAUGHNESSY
CLERK OF THE FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OHIO 43215
CIVIL DIVISION

LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF,
VS.
CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215,

DEFENDANT.

17CV-05-4047

CASE NUMBER

FILED
COMMON PLEAS COURT
FRANKLIN COUNTY
2017 MAY 14 PM 12:37
CLERK OF COURTS-CV

**** SUMMONS ****

05/02/17

TO THE FOLLOWING NAMED DEFENDANT:

DAINLER TRUCKS NORTH AMERICA LLC
C/O CT CORPORATION SYSTEM
1300 EAST NINTH STREET
CLEVELAND, OH 44114

YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN FRANKLIN COUNTY
COURT OF COMMON PLEAS, FRANKLIN COUNTY HALL OF JUSTICE, COLUMBUS, OHIO,
BY: LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF(S).

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF
THE PLAINTIFF'S ATTORNEY IS:

ELIZABETH A. WELLS
BURDGE LAW
2299 MIAMISBURG CENTERVILLE
DAYTON, OH 45459

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S
ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY
OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE
OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER
MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A
COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED
AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

MARYELLEN O'SHAUGHNESSY
CLERK OF THE COMMON PLEAS
FRANKLIN COUNTY, OHIO

BY: JOYCE A. REINHAN, DEPUTY CLERK

(CIV370-S03)

E2730 - N11

MARYELLEN O'SHAUGHNESSY
CLERK OF THE FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OHIO 43215
CIVIL DIVISION

LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF,
VS.

CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215,

DEFENDANT.

17CV-05-4047

CASE NUMBER

FRANKLIN COUNTY
COURTS-CV
2017 MAY - 1 PM12:37
FILED
COMMON PLEAS COURT
FRANKLIN CO OHIO

***** SUMMONS *****

05/02/17

TO THE FOLLOWING NAMED DEFENDANT:

CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215

YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN FRANKLIN COUNTY
COURT OF COMMON PLEAS, FRANKLIN COUNTY HALL OF JUSTICE, COLUMBUS, OHIO,
BY: LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF(S).

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF
THE PLAINTIFF'S ATTORNEY IS:

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AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

MARYELLEN O'SHAUGHNESSY
CLERK OF THE COMMON PLEAS
FRANKLIN COUNTY, OHIO

BY: JOYCE A. REUMAN, DEPUTY CLERK

(CIV370-803)

E2730 - P96

FROM

MARYELLEN O'SHAUGHNESSY
FRANKLIN COUNTY CLERK OF COURTS
373 SOUTH HIGH STREET
COLUMBUS, OHIO 43215-4579

C E R T I F I E D
M A I L
R E C E I P T

05/03/17

FILED
COMMON PLEAS COURT
FRANKLIN CO OHIO

2017 MAY -4 PM 12:33

CLERK OF COURTS-CV

CUMMINS INC
C/O CORPORATION SERVI
50 W BROAD ST STE 133
COLUMBUS, OH
43215

17CV-05-4047 H

LARRY HARGIS
VS
CUMMINS INC

SERVICE ITEM: 01
ORIGINAL SUMMONS

CERTIFIED
NUMBER

9214890119 522802358847

CIV354

E2730 - P97

FROM

MARYELLEN O'SHAUGHNESSY
FRANKLIN COUNTY CLERK OF COURTS
373 SOUTH HIGH STREET
COLUMBUS, OHIO 43215-4579

C E R T I F I E D
M A I L
R E C E I P T

05/03/17

DAIMLER TRUCKS NORTH
C/O CT CORPORATION SY
1300 EAST NINTH STREET
CLEVELAND, OH
44114

17CV-05-4047 H

LARRY HARGIS
VS
CUMMINS INC

SERVICE ITEM: 01
ORIGINAL SUMMONS

CERTIFIED
NUMBER

9214890119 522802358830

CIV354



COMMON PLEAS COURT
FRANKLINVILLE, OHIO

2017 MAY 18 PM 3:14

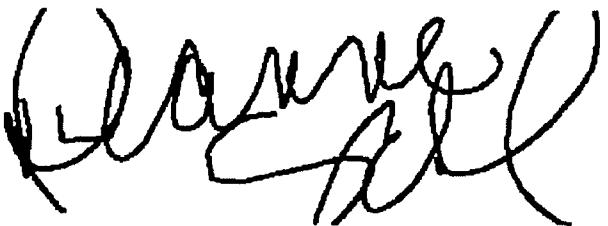
CLERK OF COURTS-CV

Date Produced: 05/15/2017

COC.

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 1952 2802 3588 47. Our records indicate that this item was delivered on 05/08/2017 at 12:10 p.m. in COLUMBUS, OH 43215. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 4321517CV004047HARG

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

LARRY HARGIS,)
Plaintiff,) CASE NO.: 17 CV 004047
-vs-) JUDGE GUY L. REECE II
CUMMINS, INC., ET AL.,)
Defendants.)

CONSENT TO PLEAD

Pursuant to Local Rule 13.01, Defendant Cummins, Inc. (“Cummins”) and Plaintiff Larry Hargis (“Plaintiff”) hereby stipulate that Cummins shall have through Wednesday, June 7, 2017 in which to answer, move, or otherwise plead in response to Plaintiff’s Complaint. No other extension of time has been sought by Cummins in this matter, and the extension does not exceed twenty-eight (28) days.

Respectfully submitted,

s/ Elizabeth Ahern Wells (per telephone
authorization)
Ronald L. Burdge (0015609)
Elizabeth Ahern Wells (0078320)
2299 Miamisburg-Centerville Road
Dayton, Ohio 45459-3817
Telephone: (937) 432-9500
Facsimile: (937) 432-9503
Ron@OhioLemonLaw.com
Beth@OhioLemonLaw.com

Attorneys for Plaintiff Larry Hargis

s/ Marc S. Blubaugh
Marc S. Blubaugh (0068221)
Kelly E. Mulrane (0088133)
BENESCH, FRIEDLANDER, COPLAN
& ARONOFF LLP
41 South High Street, Suite 2600
Columbus, OH 43215-3506
Telephone: (614) 223-9318
Facsimile: (614) 223-9330
mbblubaugh@beneschlaw.com
kmulrane@beneschlaw.com

Attorneys for Defendant Cummins, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on June 5, 2017, I electronically filed the foregoing with the Clerk of Court via the e-Filing system, which will send a notice of electronic filing to the following:

Ronald L. Burdge
Elizabeth Ahern Wells
2299 Miamisburg-Centerville Road
Dayton, Ohio 45459-3817
Ron@OhioLemonLaw.com
Beth@OhioLemonLaw.com

Daimler Trucks North America, LLC
c/o CT Corporation System, S/A
1300 East Ninth Street
Cleveland, Ohio 44114

/s/ Kelly E. Mulrane
Kelly E. Mulrane